

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH.

C.W.P. No.9963 of 2007

Date of Decision : 9.7.2007

Gurnam Singh

.....Petitioner

Vs.

Commissioner, Jalandhar Division, Jalandhar and
others

...Respondents

Present : Mr.G.S. Nagra, Advocate for the petitioner.

...

CORAM : HON'BLE MR.JUSTICE P. SATHASIVAM
HON'BLE MR.JUSTICE RAJIVE BHALLA

1. Whether Reporters of Local Newspapers may be allowed to see the judgement ?
2. To be referred to the Reporters or not ?
3. Whether the judgement should be reported in the Digest ?
- 4.

RAJIVE BHALLA, J

Prayer in this writ petition is for the issuance of a writ in the nature of Certiorari, quashing the impugned orders dated 6.1.2006 and 25/30.4.2006 passed by respondents no.1 and 2.

The petitioner, purchased land measuring 4 Kanals 7 Marlas, vide registered sale deed dated 4.4.2001. The Sub-Registrar, Batala, Distt.Gurdaspur, received a copy of the alleged agreement to sell that was executed prior to the execution and registration of the sale deed. The

agreement to sell disclosed that the petitioner and his vendors had agreed that the sale consideration would be Rs.29.00 lacs per acre. As the sale deed reflected a consideration far less than the above, a show cause notice was served upon the appellant. The petitioner denied the agreement to sell. The Additional Deputy Commissioner/Collector, vide order dated 25/30.4.2003 held that the sale deed was under valued and, thus, called upon the petitioner to deposit a sum of Rs.87,113/- being the short fall in stamp duty. The appeal filed by the petitioner was dismissed by the Commissioner, Jalandhar Division, Jalandhar vide order dated 6.1.2006.

Counsel for the petitioner contends that the basis for the impugned orders is an alleged agreement to sell, executed by the petitioner's vendors reflecting sale consideration in excess of the consideration referred to in the sale deed. The respondents have failed to establish that the agreement to sell pertains to property in dispute or that the petitioner was a party thereto. In the absence of any such finding, the impugned orders are unsustainable and should, therefore, be set aside.

We have heard learned counsel for the petitioner, perused the impugned orders as also the paper book.

We find no reason, whether in fact or in law that would warrant interference. The findings of fact recorded by the Collector and affirmed by the learned Commissioner do not merit interference. The agreement to sell pertains to the land purchased by the petitioner and, therefore, was rightly relied upon by the respondents, while holding that the sale deed was under valued.

However, as a large sum of money is to be paid by the petitioner, we grant liberty to him, to make the payment of Rs.87,113/- in

three equated instalments, to be paid within a period of six months from today.

With the aforementioned liberty, the present petition is dismissed. No other point has been urged.

(RAJIVE BHALLA)
JUDGE

6.7.2007
GS

(P. SATHASIVAM)
JUDGE